

OFFICIAL

79-05

Cooperative Arrangements with Health and  
Vocational Rehabilitation Agencies.

S. Dak. 3/22/79 ~~1000P~~ 4/17/79 1-1-79

INTERAGENCY AGREEMENT  
BETWEEN  
SOUTH DAKOTA DEPARTMENT OF SOCIAL SERVICES  
AND  
SOUTH DAKOTA DEPARTMENT OF HUMAN SERVICES

I. INTRODUCTION AND NATURE OF AGREEMENT

This agreement is made and entered into by the State Department of Social Services (hereinafter referred to as DSS), and the State Department of Human Services (hereinafter referred to as DHS), to establish effective working relationships between these two Departments in the administration of the Medicaid program by DSS and Vocational Rehabilitation programs by DHS.

II. THE ROLE OF EACH DEPARTMENT

- A. DHS is the public agency responsible for providing vocational rehabilitation services necessary for preparing and assisting eligible individuals with disabilities to engage in gainful occupations with priority of services given to the most severely disabled.
- B. DSS is the public agency designated for providing medical care under the Medicaid program for individuals eligible for Medicaid benefits. All other resources, such as Medicare and private insurance, must be exhausted before payment is made under the Medicaid program.
- c. Both Departments agree to:
  - 1. Make appropriate referrals to provide comprehensive services to applicants;
  - 2. Exchange information regarding eligibility criteria, availability of services, policies relating to service delivery, and application procedures;
  - 3. Exchange client information in accordance with State and Federal laws, agency regulations and policies;
  - 4. Maintain the confidential character of personally identifiable information exchanged between the two Departments and insure such information will be used only for the purpose for which it was made available;
  - 5. Inform each other regarding training or staff development programs which are of mutual interest and invite representatives to attend such programs, workshops, or conferences;
  - 6. Determine client eligibility for their respective programs;

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7. The payment of services using the allocation of funds in the following order:
- a. First--Medicaid funds will be made available in behalf of individuals who are eligible for Medicaid, and for those who are eligible for Medicaid and DHS. Medicaid funding will be limited to the payment of medical services covered under the Medicaid program.
  - b. Second--DHS will be responsible for funding covered services for individuals who are not eligible for Medicaid. DHS will also be responsible for funding any services not covered by Medicaid when the client has eligibility for both programs.

### III. AMENDMENT

This agreement may be amended at any time by mutual agreement of DSS and DHS. Amendments must be written and approved by each party and attached to this agreement.

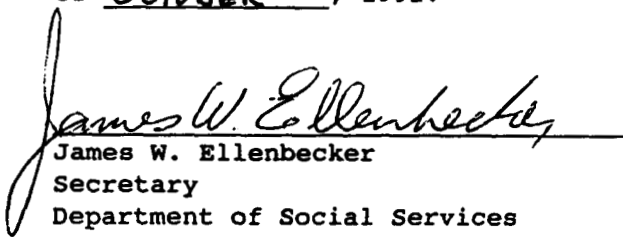
### IV. TERMINATION

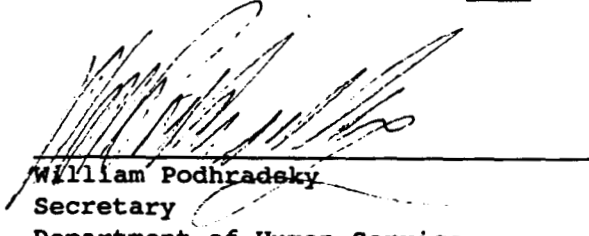
This agreement shall be effective as of Oct. 1, 1992, and shall remain in effect until terminated by one or both parties of this agreement. This agreement may be terminated with thirty (30) days' written notice by either of the parties of the agreement.

### V. PREVIOUS AGREEMENT SUPERSEDED

This agreement supersedes all previous agreements between the Department of Social Services and the Department of Human Services.

IN WITNESS WHEREOF, the parties have executed this agreement on this 1st day of OCTOBER, 1992.

  
James W. Ellenbecker  
Secretary  
Department of Social Services

  
William Podhradsky  
Secretary  
Department of Human Services

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**INTERAGENCY AGREEMENT  
BETWEEN  
SOUTH DAKOTA DEPARTMENT OF SOCIAL SERVICES, OFFICE OF MEDICAL SERVICES  
AND  
SOUTH DAKOTA DEPARTMENT OF HEALTH, DIVISION OF HEALTH SERVICES**

1. **PARTIES:** This agreement is between the South Dakota Department of Social Services hereinafter referred to as "DSS" and the South Dakota Department of Health, Division of Health Services hereinafter referred to as "DOH".
2. **PURPOSE:** It is the intent and purpose of the parties by entering into this agreement:
  - A. To promote high quality health care and services for recipients under the Medical Assistance Program;
  - B. To comply with state and federal statutes, regulations and guidelines requiring the proper expenditure of public funds for the administration of a medical assistance program; and
  - C. To assure that the services provided under Title XIX and Title V are consistent with the needs of recipients and the two programs' objectives and requirements.
  - D. To maximize utilization of the Maternal and Child Health Services by DSS in the provision of medical assistance.
3. **PERIOD OF AGREEMENT:** This agreement when signed by DOH and DSS shall become effective January 1, 1994 and shall remain in effect until modifications are deemed necessary and mutually acceptable changes are negotiated.
4. **AMENDMENT PROVISION:** This agreement contains the entire agreement between the parties, and is subject to and will be construed under the laws of the State of South Dakota, and may be amended only in writing signed by both parties. Each such amendment shall be attached to and become a part of this agreement.
5. **TERMINATION:** This agreement may be terminated upon thirty (30) days written notice from one party to the other party.
6. **MUTUAL RESPONSIBILITIES:**
  - A. Each department will establish procedures for the early identification of individuals under 21 years of age in need of medical or remedial care and services provided by either department;
  - B. Each department retains the sole and exclusive right to determine eligibility for and the extent of entitlement to benefits or services provided to or on behalf of any individual under 21 years of age under law or any rules and regulations adopted pursuant thereto by each department;
  - C. Each department will make such reports, in such form and containing such information, as the Secretary of the United States Department of Health and Human Services may from time to time require, and comply with such provisions as he/she may from time to time find necessary to assure the correctness and verification of such reports;

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- D. Each department will designate a professional staff person to act as the liaison for the activities contained in this agreement.

7. DOH RESPONSIBILITIES:

- A. DOH will, upon knowledge of an individuals eligibility for Title XI, refer the individual to Title XIX for medial assistance;
- B. DOH will refer to DSS all those children under 21 years of age in need of medical or remedial care and services and who are or may be eligible for medical assistance under the terms and conditions of participation established by DSS;
- C. DOH will inform any Title XIX eligible family with children about the EPSDT program and periodicity and vaccination schedules and will refer all Title XIX eligible children to the child's attending physician for completion of an EPSDT screen; and
- D. DOH will identify pregnant women and infants who are eligible for XIX and assist them in apply to the XIX program.

8. DSS RESPONSIBILITIES:

- A. DSS will refer Title XIX eligible children under 21 years of age to DOH whose physical functions and movements are or appear to be impaired by reason of congenital deformity or defect;
- B. DSS will refer all women of child bearing age who are sexually active and in need of contraception counseling, to the local Family Planning Clinic for services;
- C. DSS will refer all Title XIX pregnant women to the Community Health Nursing Program;
- D. DSS will refer all known pregnant, postpartum and breastfeeding women, and young children who are potentially eligible for the Women, Infants, and Childrens (WIC) Program;
- E. DSS will accept financial responsibility for underwriting the costs of all necessary medical or remedial care and services provided to any individual under 21 years of age who is eligible for medical assistance to the extent of such entitlement;
- F. DSS will accept responsibility for payment of services within the scope of the Medicaid program provided by any of the Maternal and Child Health Centers or State Health Department Clinics to eligible individuals in accordance with fees allowed through the Medicaid Program.
- G. DSS will provided the standards and periodicity and vaccination schedules for the EPSDT program with DOH.

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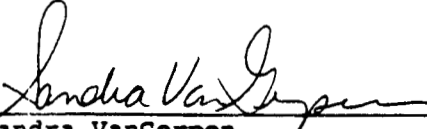
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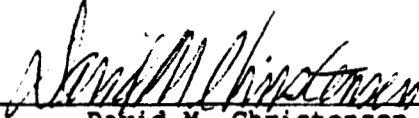
**AUTHORIZED SIGNATURE APPROVAL AND ACCEPTANCE**

In Witness whereof, the South Dakota Department of Health and South Dakota Department of Social Services do mutually agree and accept this agreement this 1st day of January, 1994.

**DEPARTMENT OF HEALTH**

**DEPARTMENT OF SOCIAL SERVICES**

  
Sandra VanGerpen  
Assistant Secretary  
Health and Medical Services

  
David M. Christensen  
Administrator  
Office of Medical Services

Date: 1/27/94

Date: 1-28-94

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**SOUTH DAKOTA DEPARTMENT OF HEALTH AND  
SOUTH DAKOTA DEPARTMENT OF SOCIAL SERVICES  
AGREEMENT FOR THE PURCHASE OF ADMINISTRATIVE SERVICES**

1.0 PARTIES. This agreement is between the South Dakota Department of Health hereinafter referred to as "Health" and the South Dakota Department of Social Services hereinafter referred to as "Social Services."

2.0 DEFINITIONS. "Administrative Case Management Activities" means the activities of a professional nurse of Health to coordinate, integrate, and manage High Risk Pregnancy clients. Health will prepare a case record for every person receiving High Risk Pregnancy Administrative Case Management. The case record must contain at least the following information:

- (a) Objectives of the management plan;
- (b) Worker(s) with primary responsibility with the client;
- (c) Prenatal risk assessment form; and
- (d) Progress notes.

Health will provide for the periodic review and evaluation of High Risk Pregnancy Administrative Case Management.

3.0 PURPOSE. The purpose of the contract is to establish the terms and conditions for providing High Risk Administrative Pregnancy Case Management to eligible clients of Social Services.

4.0 PERIOD OF CONTRACT. This contract when signed by Health and Social Services shall become effective July 1, 1991 and shall remain in effect until June 30, 1992. This agreement may be automatically renewed thereafter for additional fiscal years unless there is notification in writing from either party.

4.02 TERMINATION. This agreement may be terminated upon thirty (30) days written notice from party to the other party.

5.0 HEALTH'S RESPONSIBILITIES:

- A. Provide a professional nurse of Health to determine the degree of risk of Title XIX eligible pregnant women.
- B. Provide administrative case management by a professional nurse to Title XIX eligible high risk pregnant women.
- C. Disclose to Social Services the method used to determine Title XIX costs of High Risk Pregnancy Administrative Case Management.
- D. Submit a monthly statement to Social Services for the activities provided.
- E. Allow Social Services access to records and staff in order to ensure that Health has rendered reimbursable Medicaid services or to evaluate the effectiveness of High Risk Pregnancy Administrative Case Management.

F. Furnish to Social Services on a timely and regular basis reports and information on High Risk Pregnancy Administrative Case Management, as requested by Social Services.

G. Meet all requirements relating to the Safeguarding of information about Medicaid recipients and the unauthorized disclosure of information.

5.0 SOCIAL SERVICES' RESPONSIBILITIES:

- A. Determine eligibility of applicants for Title XIX Medicaid reimbursement.
- B. Refer Title XIX eligible pregnant women to Health for determination of eligibility for High Risk Pregnancy Administrative Case Management.
- C. Reimburse Health for 75% of the Title XIX allowable costs of Health's administrative activities, provided by Health's skilled professional medical personnel as specified in 42 CFR 432.50(d)(2), and under the terms of this agreement.
- D. Reimburse Health for 50% of the Title XIX allowable costs for Health's administrative activities, provided by Health's staff under the terms of this agreement, as specified in 42 CFR 432.50(b)(6).

**AUTHORIZED SIGNATURE APPROVAL AND ACCEPTANCE**

In witness whereof, the South Dakota Department of Health and South Dakota Department of Social Services to mutually agree and accept this agreement this 9th day of September, 1991.

DEPARTMENT OF HEALTH

John N. Jones  
John Jones, Director  
Division of Health Services

Date 9/5/91

Linda Zeller  
Linda Zeller, Finance Officer  
Department of Health

Date 9/9/91

Barbara A. Smith  
Barbara A. Smith, Secretary  
S.D. Department of Health

Date 9/9/91

DEPARTMENT OF SOCIAL SERVICES

David Christensen  
David Christensen, Administrator  
Office of Medical Services

Date 9/17/91

Gary Viken  
Gary Viken, Deputy Secretary  
Department of Social Services

Date 9/17/91

James W. Ellenbecker  
James W. Ellenbecker, Secretary  
S.D. Department of Social Services

Date 9/17/91

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